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TRUST AGREEMENT

Between

GENERAL ELECTRIC CAPITAL CORPORATION

OWNER PARTICIPANT

AND

SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION

OWNER TRUSTEE

Dated as of September 15, 1995

TRUST AGREEMENT

TRUST AGREEMENT dated as of September 15, 1995, between GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation (the "Owner Participant"), and SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, a national banking association (the "Owner Trustee").

In consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

Definitions

Unless the context shall otherwise require, the capitalized terms used herein (and not otherwise defined herein) shall have the meanings assigned to them in Annex I to the Equipment Lease (the "Lease") dated as of September 15, 1995 among the Owner Trustee and Kyle Railroad Company (the "Lessee"), which also contains rules as to usage that shall be applicable herein.

ARTICLE II

Authority To Execute and Perform Various Documents; Declaration of Trusts by the Owner Trustee

SECTION 2.01. Authority To Execute and Perform Various Documents. The Owner Participant hereby authorizes and directs the Owner Trustee, and the Owner Trustee hereby agrees for the benefit of the Owner Participant, (i) to execute and deliver the Agreement to Lease, the Lease, the Lease Supplements and any other agreement or instrument relating to the Equipment as the Owner Participant may from time to time direct (collectively, the "Agreements"); (ii) to execute and deliver all other agreements, instruments and certificates contemplated by the Agreements; (iii) to accept any agreement or instrument, such as a deed or bill of sale or guarantee, which is not signed by the Owner Trustee; (iv) to take whatever action shall be required to be taken by the Owner Trustee by the terms of, and subject to the terms of,

this Trust Agreement and the Agreements and to take whatever action shall be required to be taken by the Owner Trustee by the terms of, and exercise its rights and perform its duties under, each of this Trust Agreement, the Agreements and the agreements, instruments and certificates referred to in clauses (ii) and (iii) above (collectively with the Agreements, the "Documents") as set forth in such Documents, and (iv) subject to the terms of this Trust Agreement, to take such other action in connection with the foregoing as the Owner Participant may from time to time direct.

SECTION 2.02. Declaration of Trust by Owner Trustee. The Owner Trustee hereby declares that it will hold all estate, right, title and interest of the Owner Trustee in and to the Equipment, the Documents and any other property contributed by the Owner Participant, including all payments of Rent, insurance proceeds and requisition, indemnity or other payments of any kind, but specifically excluding any indemnity amounts paid or payable to the Owner Trustee or the Owner Participant and any other amounts paid or payable to either of them in their individual capacity (collectively, the "Trust Estate") upon the trusts set forth herein and for the use and benefit of the Owner Participant.

ARTICLE III

Payments

SECTION 3.01. Payments from Trust Estate Only. All payments to be made by the Owner Trustee under this Trust Agreement shall be made only from the income and the proceeds from the Trust Estate and only to the extent that the Owner Trustee shall have received income or proceeds from the Trust Estate, except as specifically provided in Section 6.01. The Owner Participant agrees that it will look solely to the income and proceeds from the Trust Estate to the extent available for payment as herein provided and that, except as specifically provided in Section 6.01, the Owner Trustee shall not be liable in its individual capacity to the Owner Participant for any amounts payable under this Trust Agreement and shall not be subject to any liability in its individual capacity under this Trust Agreement.

SECTION 3.02. Method of Payment. All amounts payable to the Owner Participant pursuant to this Trust Agreement shall be paid by the Owner Trustee to the Owner Participant or a nominee therefor by crediting the amount to be distributed to the Owner Participant to an account maintained by the Owner Participant with the Owner Trustee in immediately available funds or by transferring such amount in immediately available funds to a banking institution with bank wire transfer facilities for the account of the Owner Participant as instructed from time to time by the Owner Participant.

ARTICLE IV

Distributions

Subject to the terms and requirements of the Documents, all payments and amounts received by the Owner Trustee shall be distributed to the Owner Participant forthwith upon receipt in the following order of priority: first, so much of such payment or amount as shall be required to pay or reimburse the Owner Trustee for any fees or expenses not otherwise paid or reimbursed to the Owner Trustee as to which the Owner Trustee is entitled to be paid, reimbursed or indemnified hereunder shall be retained by the Owner Trustee; and, second, the balance, if any, of such payment or amount remaining thereafter shall be distributed to the Owner Participant.

ARTICLE V

Duties of the Owner Trustee

SECTION 5.01. Notice of Event of Default. If the Owner Trustee shall have knowledge of a Default, an Event of Default, a Casualty Occurrence or a default under any Operative Agreement (collectively, the "Specified Events"), the Owner Trustee shall give prompt written notice thereof to the Owner Participant. Subject to the terms of Section 5.03, the Owner Trustee shall take or refrain from taking such action, not inconsistent with the provisions of the Documents, with respect thereto as the Owner Trustee shall be instructed in writing by the Owner Participant. If the Owner Trustee shall not have received instructions as provided above within 20 days after mailing notice of such event to the Owner Participant, the Owner Trustee may, subject to instructions received pursuant to the preceding sentence and to the provisions of the Documents, take or refrain from taking such action, but shall be under no duty to, and shall have no liability for its failure or refusal to, take or refrain from taking any action with respect thereto as it shall deem advisable and in the best interests of the Owner Participant. For all purposes of this Trust Agreement, in the absence of actual knowledge of an officer in the corporate trust administration department of the Owner Trustee in his or her capacity as such, the Owner Trustee shall not be deemed to have knowledge of a Specified Event unless it receives written notification thereof given by or on behalf of the Owner Participant, the Lessee or any other party to an Operative Agreement.

SECTION 5.02. Action upon Instructions. Subject to the terms of Sections 5.01 and 5.03, upon the written instructions of the Owner Participant, the Owner Trustee shall take or refrain from taking such action or actions, not inconsistent with the provisions of the Documents, as may be specified in such instructions, including the exercise of permissive rights or powers granted to the Owner Trustee thereunder.

SECTION 5.03. Indemnification. The Owner Trustee shall not be required to take or refrain from taking any action under this Trust Agreement or any Document (other than the actions specified in the first sentence of Section 5.01 and the last sentence of Section 5.04) unless the Owner Trustee shall have been indemnified by the Lessee or, if the Owner Trustee reasonably believes such indemnity to be inadequate, by the Owner Participant, in manner and form satisfactory to the Owner Trustee, against any liability, fee, cost or expense (including reasonable attorneys' fees and expenses) which may be incurred or charged in connection therewith (other than any liability, cost or expense resulting from the wilful misconduct, bad faith or gross negligence of the Owner Trustee); and, if the Owner Participant shall have directed the Owner Trustee to take or refrain from taking any action under any Document, the Owner Participant agrees to furnish such indemnity as shall be satisfactory to the Owner Trustee (provided that the written undertaking of indemnification by the Owner Participant shall be satisfactory under this sentence) and in addition to pay the reasonable compensation, expenses and disbursements of the Owner Trustee, including the fees and expenses of its counsel, for the services performed or to be performed by it pursuant to such direction. The Owner Trustee shall not be required to take any action under any Document if the Owner Trustee shall reasonably determine, or shall have been advised by counsel, that such action is likely to result in personal liability or is contrary to the terms hereof or of any document contemplated hereby to which the Owner Trustee is a party or is otherwise contrary to law.

SECTION 5.04. No Duties Except as Specified in Trust Agreement or Instructions. The Owner Trustee shall not have any duty or obligation to manage, control, use, make any payment in respect of, register, record, insure, inspect, sell, dispose of or otherwise deal with the Equipment or any other part of the Trust Estate, or to otherwise take or refrain from taking any action under, or in connection with, any document contemplated hereby to which the Owner Trustee is a party, except as expressly provided by the terms of this Trust Agreement or in written instructions from the Owner Participant received pursuant to Sections 5.01 and 5.02; and no implied duties or obligations shall be read into this Trust Agreement against the Owner Trustee. The Owner Trustee agrees that it will, at its own cost and expense, promptly take all action as may be necessary to discharge any claims, liens, security interests or other encumbrances on any part of the Trust Estate arising by, through or under it in its individual capacity unrelated to the ownership of the Equipment, the administration of the Trust Estate or the transactions contemplated by the Documents.

SECTION 5.05. No Action Except Under Documents or Instructions. The Owner Trustee agrees that it will not manage, control, use, sell, dispose of or otherwise deal with any part of the Trust Estate except (i) as required by the terms of the Documents, (ii) in accordance with the powers granted to, or the authority conferred upon, the Owner Trustee pursuant to this Trust Agreement or (iii) in accordance with the express terms hereof or with written instructions from the Owner Participant pursuant to Section 5.01 or 5.02.

SECTION 5.06. Absence of Duties. Except in accordance with written instructions received pursuant to Section 5.01 or 5.02 and except as provided in, and without limiting Section 5.04, the Owner Trustee shall have no duty (i) to file, record or deposit any Document or to maintain any such filing, recording or deposit or to refile, rerecord or redeposit any such document, (ii) to obtain, effect or maintain any insurance on the Equipment, (iii) to maintain or mark the Equipment, (iv) to pay or discharge any tax, assessment or other governmental charge or any claim, lien, security interest or other encumbrance of any kind owing with respect to or assessed or levied against any part of the Trust Estate, except as provided in the last sentence of Section 5.04, (v) to confirm, verify, investigate or inquire into the failure to receive any reports or financial statements of the Lessee, (vi) to inspect the Equipment at any time or (vii) to ascertain or inquire as to the performance or observance of any of the covenants of any Person under any Document.

ARTICLE VI

The Owner Trustee

SECTION 6.01. Acceptance of Trusts and Duties. The Owner Trustee accepts the trusts hereby created and agrees to perform the same but only upon the terms of this Trust Agreement. The Owner Trustee also agrees to disburse all moneys actually received by it constituting part of the Trust Estate upon the terms of this Trust Agreement. The Owner Trustee shall not be answerable or accountable under any circumstances in its individual capacity, except (i) for its own wilful misconduct or gross negligence, (ii) in the case of the inaccuracy of any representation or warranty contained in Section 6.03 or any representation or warranty made in its individual capacity under the Agreement to Lease, (iii) as arising from its failure to perform obligations expressly undertaken by it in the last sentence of Section 5.04 or (iv) for taxes, fees or other charges on, based on or measured by any fees, commissions or compensation received by the Owner Trustee for acting as trustee in connection with this Trust Agreement or any of the transactions contemplated by the Documents.

SECTION 6.02. Furnishing of Documents. The Owner Trustee will furnish to the Owner Participant, promptly upon receipt thereof, duplicates or copies of all reports, notices, requests, demands, certificates, financial statements and any other instruments furnished to the Owner Trustee hereunder or under the Documents, unless by the express terms of any Document a copy of the same is required to be furnished by some other Person directly to the Owner Participant or the Owner Trustee shall have determined that the same has already been furnished to the Owner Participant.

SECTION 6.03. No Representations or Warranties as to the Equipment or the Documents. THE OWNER TRUSTEE MAKES (i) NO REPRESENTATION OR WARRANTY AS TO THE TITLE, VALUE, CONDITION, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS FOR USE OF THE EQUIPMENT OR ANY OTHER

REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT WHATSOEVER, except that the Owner Trustee hereby represents and warrants to the Owner Participant that it will comply with the last sentence of Section 5.04 and (ii) no representation or warranty as to the validity or enforceability of any Document, or as to the correctness of any statement contained in any thereof, except as provided in Section 3.3 of the Agreement to Lease and except that the Owner Trustee hereby represents and warrants to the Owner Participant that this Trust Agreement has been and each of such other documents which contemplates execution thereof by the Owner Trustee has been or will be executed and delivered by its officers who are or will be duly authorized to execute and deliver such document on its behalf in such capacity.

SECTION 6.04. No Segregation of Moneys; No Interest. Except as otherwise provided herein or in any Agreement, moneys received by the Owner Trustee hereunder need not be segregated in any manner except to the extent required by law and may be deposited under such general conditions as may be prescribed by law and the Owner Trustee shall not be liable for any interest thereon.

SECTION 6.05. Reliance; Advice of Counsel. The Owner Trustee shall incur no liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper believed by it to be genuine and believed by it to be signed by the proper party or parties. The Owner Trustee may accept a certified copy of a resolution of the board of directors or other governing body of any corporate party as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect. As to any fact or matter the manner of ascertainment of which is not specifically prescribed herein, the Owner Trustee may for all purposes rely on an officer's certificate of the relevant party, as to such fact or matter, and such officer's certificate shall constitute full protection to the Owner Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon. In the administration of the trusts hereunder, the Owner Trustee may execute any of the trusts or powers hereof and perform any of its powers and duties hereunder directly or through agents or attorneys and may, at the expense of the Trust Estate, consult with counsel, accountants and other skilled Persons to be selected and employed by it, and the Owner Trustee shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any such counsel, accountants or other skilled Persons and not contrary to this Trust Agreement and shall not be liable for the negligence of any such counsel, accountant or other skilled Person appointed with due care hereunder.

SECTION 6.06. Not Acting in Individual Capacity. Except as otherwise expressly provided in this Article VI, in accepting the trusts hereby created the Owner Trustee acts solely as trustee hereunder and not in its individual capacity; and all Persons having any claim against the Owner Trustee by reason of the transactions contemplated by the Documents shall look only to the Trust Estate (or a part thereof, as the case may be) for payment or satisfaction thereof.

ARTICLE VII

Indemnification of the Owner Trustee by the Owner Participant

SECTION 7.01. The Owner Participant to Indemnify the Owner Trustee. The Owner Participant agrees to pay (or reimburse the Owner Trustee for) all reasonable expenses of the Owner Trustee hereunder, including the reasonable compensation, expenses and disbursements of such agents, representatives, experts and counsel as the Owner Trustee may employ in connection with the exercise and performance of its rights and duties under the Documents, unless and to the extent that the Owner Trustee receives payment or reimbursement from the Lessee or any other Person under the Documents, whether or not the transactions contemplated hereby are consummated. The Owner Participant agrees to assume liability for, and to indemnify and hold harmless the Owner Trustee from and against, any and all liabilities, obligations, losses, damages, taxes, claims, actions, suits, costs, expenses and disbursements (including legal fees and expenses) of any kind and nature whatsoever (collectively, "Expenses") which may be imposed on, incurred by or asserted at any time against the Owner Trustee (whether or not indemnified against by other parties) in any way relating to or arising out of the administration of the Trust Estate or the action or inaction of the Owner Trustee hereunder or under the Documents, except only that the Owner Participant shall not be required to indemnify the Owner Trustee for Expenses arising or resulting from any of the matters described in the last sentence of Section 6.01; but the Owner Participant shall be so obligated only if and to the extent that the Owner Trustee does not receive payment from the Lessee within a reasonable period of time after demand on the Lessee therefor. The Owner Trustee shall have a lien on the Trust Estate to secure payment of the indemnities provided for in this Section 7.01. The indemnities contained in this Section 7.01 shall survive the termination of this Trust Agreement or the resignation or removal of the Owner Trustee.

SECTION 7.02. Compensation. The Owner Trustee shall receive as compensation for its services hereunder such ordinary fees as are fair, reasonable and customary for the performance of such services and as may heretofore and from time to time hereafter be agreed upon between the Owner Participant and the Owner Trustee, and if a Specified Event shall occur and be continuing, the Owner Trustee shall be entitled to receive compensation reasonable as regards its additional responsibilities hereunder.

ARTICLE VIII

Termination of Trust Agreement

SECTION 8.01. Termination of Trust Agreement. This Trust Agreement and the trusts created hereby shall terminate and the Trust Estate shall, subject to Article IV, be distributed to the Owner Participant, and this Trust Agreement shall be of no further force or effect, upon the earlier of (i) the sale or other final disposition by the Owner Trustee of all property constituting part of the Trust Estate and the final distribution by the Owner Trustee of all moneys or other property or proceeds constituting part of the Trust Estate in accordance with the terms of Article IV and (ii) 21 years less one day after the death of the last survivor of all of the descendants living on the date of this Trust Agreement of the present members of the boards of directors of the Owner Trustee and the Owner Participant, but if any such rights, privileges or options shall be or become valid under applicable law for a period subsequent to the 21st anniversary of the death of such last survivor (or, without limiting the generality of the foregoing, if legislation shall become effective providing for the validity or permitting the effective grant of such rights, privileges and options for a period in gross exceeding the period for which such rights, privileges and options are hereinabove stated to extend and be valid), then such rights, privileges or options shall not terminate as aforesaid but shall extend to and continue in effect, but only if such nontermination and extension shall then be valid under applicable law, until such time as the same shall, under applicable law, cease to be valid.

SECTION 8.02. Termination at Option of the Owner Participant. The provisions of Section 8.01 notwithstanding, this Trust Agreement and the trusts created hereby shall terminate and the Trust Estate shall be distributed to the Owner Participant, and this Trust Agreement shall be of no further force and effect, upon the election of the Owner Participant by notice to the Owner Trustee, if such notice shall be accompanied by the written agreement of the Owner Participant assuming all the obligations of the Owner Trustee under or contemplated by the Documents and all other obligations of the Owner Trustee incurred by it as trustee hereunder. Such written agreement shall be satisfactory in form and substance to the Owner Trustee and shall release the Owner Trustee from all further obligations of the Owner Trustee hereunder and under the Documents and other instruments mentioned in the preceding sentence.

ARTICLE IX

Successor Owner Trustees, Co-Owner Trustees and Separate Owner Trustees

SECTION 9.01. Resignation of Owner Trustee: Appointment of Successor. (a) The Owner Trustee may resign at any time without cause by giving at least 30 days' prior written notice to the Owner Participant, such resignation to be effective on the acceptance of appointment

by a successor Owner Trustee under Section 9.01(b). The name and address of such successor Owner Trustee shall be furnished to the Lessee by the Owner Participant within 10 Business Days of such appointment. In addition, the Owner Participant may at any time remove the Owner Trustee without cause by an instrument in writing delivered to the Owner Trustee, such removal to be effective upon the acceptance of appointment by a successor Owner Trustee under Section 9.01(b). In case of the resignation or removal of the Owner Trustee, the Owner Participant may appoint a successor Owner Trustee by an instrument signed by the Owner Participant. If a successor Owner Trustee shall not have been appointed within 30 days after the giving of written notice of such resignation or the delivery of the written instrument with respect to such removal, the Owner Trustee or the Owner Participant may apply to any court of competent jurisdiction to appoint a successor Owner Trustee to act until such time, if any, as a successor shall have been appointed as above provided. Any successor Owner Trustee so appointed by such court shall immediately and without further act be superseded by any successor Owner Trustee appointed as above provided within one year from the date of the appointment by such court.

(b) Any successor Owner Trustee, however appointed, shall execute and deliver to the predecessor Owner Trustee an instrument accepting such appointment, and thereupon such successor Owner Trustee, without further act, shall become vested with all the estates, properties, rights, powers, duties and trusts of the predecessor Owner Trustee in the trusts hereunder with like effect as if originally named the Owner Trustee herein; but nevertheless, upon the written request of such successor Owner Trustee, such predecessor Owner Trustee shall execute and deliver an instrument transferring to such successor Owner Trustee, upon the trusts herein expressed, all the estates, properties, rights, powers, duties and trusts of such predecessor Owner Trustee, and such predecessor Owner Trustee shall duly assign, transfer, deliver and pay over to such successor Owner Trustee all moneys or other property then held by such predecessor Owner Trustee upon the trusts herein expressed.

(c) Any successor Owner Trustee, however appointed, shall be a bank or trust company incorporated and doing business within the United States of America and having a combined capital and surplus of at least \$50,000,000, if there be such an institution willing, able and legally qualified to perform the duties of the Owner Trustee hereunder upon reasonable or customary terms.

(d) Any Person into which the Owner Trustee may be merged or converted or within which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which the Owner Trustee shall be a party, or any Person to which substantially all the corporate trust business of the Owner Trustee may be transferred, shall, subject to the terms of Section 9.01(c), be the Owner Trustee under this Trust Agreement without further act.

SECTION 9.02. Cotrustees and Separate Trustees. Whenever the Owner Trustee or the Owner Participant shall deem it necessary or prudent in order either to conform to any law of any jurisdiction in which all or any part of the Trust Estate shall be situated or to make any

claim or bring any suit with respect to the Trust Estate or any Document, or the Owner Trustee or the Owner Participant shall be advised by counsel satisfactory to it that it is so necessary or prudent, the Owner Trustee and the Owner Participant shall execute and deliver an agreement supplemental hereto and all other instruments and agreements, and shall take all other action, necessary or proper to constitute one or more Persons (and the Owner Trustee may appoint one or more of its officers) either as cotrustee or cotrustees jointly with the Owner Trustee of all or any part of the Trust Estate, or as separate trustee or separate trustees of all or any part of the Trust Estate, and to vest in such Persons, in such capacity, such title to the Trust Estate or any part thereof, and such rights or duties, as may be necessary or desirable, all for such period and under such terms and conditions as are satisfactory to the Owner Trustee and the Owner Participant. In case any cotrustee or separate trustee shall die, become incapable of acting, resign or be removed, the title to the Trust Estate and all rights and duties of such cotrustee or separate trustee shall, so far as permitted by law, vest in and be exercised by the Owner Trustee, without the appointment of a successor to such cotrustee or separate trustee.

ARTICLE X

Amendments

At the written request of the Owner Participant, this Trust Agreement shall be amended by a written instrument signed by the Owner Trustee and the Owner Participant and the Owner Trustee shall execute any amendment, supplement or other modification of any of the Documents to which the Owner Trustee is a party, but if in the opinion of the Owner Trustee any instrument required to be so executed adversely affects any right, duty or liability of, or immunity or indemnity in favor of, the Owner Trustee under this Trust Agreement or any of the documents contemplated hereby to which the Owner Trustee is a party, or would cause or result in any conflict with or breach of any terms, conditions or provisions of, or default under, the charter documents or by-laws of the Owner Trustee or any document contemplated hereby to which the Owner Trustee is a party, the Owner Trustee may in its sole discretion decline to execute such instrument.

ARTICLE XI

Miscellaneous

SECTION 11.01. No Legal Title to Trust Estate in the Owner Participant. The Owner Participant shall not have legal title to any part of the Trust Estate. No transfer, by operation of law or otherwise, of any right, title or interest of the Owner Participant in and to the Trust Estate or hereunder shall operate to terminate this Trust Agreement or the trusts hereunder or entitle any successor or transferee to an accounting or to the transfer to it of legal title to any part of the Trust Estate.

SECTION 11.02. Conveyance by Owner Trustee Is Binding. Any sale or other conveyance of the Trust Estate or any part thereof by the Owner Trustee made pursuant to the terms of this Trust Agreement or any Document shall bind the Owner Participant and shall be effective to transfer or convey all right, title and interest of the Owner Trustee and the Owner Participant in and to the Trust Estate or any part thereof, as the case may be. No purchaser or other grantee shall be required to inquire as to the authorization, necessity, expediency or regularity of such sale or conveyance or as to the application of any sale or other proceeds with respect thereto by the Owner Trustee.

SECTION 11.03. Limitations on Rights of Others. Nothing in this Trust Agreement, whether express or implied, shall be construed to give to any Person other than the Owner Trustee and the Owner Participant any legal or equitable right, remedy or claim under or in respect of this Trust Agreement, any covenants, conditions or provisions contained herein or the Trust Estate.

SECTION 11.04. Notices. Unless otherwise expressly specified or permitted by the terms hereof, all notices hereunder shall be given as provided in Section 6.2 of the Agreement to Lease.

SECTION 11.05. Limitation on the Owner Participant's Liability. The Owner Participant shall not have any liability for the performance of this Trust Agreement except as expressly set forth herein.

SECTION 11.06. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 11.07. Performance by the Owner Participant. Any obligation of the Owner Trustee hereunder or under any agreement or other document contemplated herein may be performed by the Owner Participant and any such performance shall not be construed as a revocation of the trusts created hereby.

SECTION 11.08. Successors/Assigns. All covenants and agreements contained herein shall be binding upon and inure to the benefit of the Owner Trustee and its successors and assigns and the Owner Participant and its successors and assigns, all as herein provided. Any writing or action by the Owner Participant shall bind its successors and assigns.

SECTION 11.09. Transfer of Interests. The Owner Participant may assign, convey or otherwise transfer all or any part of its right, title and interest in and to this Trust Agreement and the Trust Estate, except that the Owner Participant shall remain secondarily liable

for the transferee's obligations under this Trust Agreement if neither such transferee nor a person who shall have guaranteed such transferee's obligations shall have a net worth or capital and surplus of at least \$10,000,000 (as set forth on such transferee's most recent financial statements) at the time of the transfer. No such assignment, conveyance or transfer shall violate any provision of law or regulation or create a relationship which would be in violation thereof. The Owner Trustee shall not be on notice of or otherwise be bound by any such assignment, conveyance or transfer until it shall have received an executed counterpart of the instrument of assignment, conveyance or transfer.

SECTION 11.10. Tax Returns. The Owner Trustee shall be responsible for the keeping of all appropriate books and records relating to the receipt and disbursement by the Owner Trustee of all monies under this Trust Agreement. The Owner Participant shall be responsible for causing to be prepared and filed, at its expense, all income tax returns required to be filed by the Owner Participant and for causing to be prepared all income tax returns to be filed with respect to the trust created hereby and shall execute and file such returns. The Owner Trustee, upon request and upon adequate assurance of reimbursement by the Owner Participant for its expenses associated therewith, will furnish the Owner Participant with all such information as may be reasonably required from the Owner Trustee in connection with the preparation of such income tax returns. Upon request of the Owner Participant, the Owner Trustee will sign and file the trust's tax returns prepared by the Owner Participant.

SECTION 11.11. Headings. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

SECTION 11.12. Governing Law. This Trust Agreement shall in all respects be governed by and construed in accordance with the laws of the State of New York, including all matters of construction, validity and performance.

SECTION 11.13. Separate Counterparts. This Trust Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be duly executed by their respective officers hereunto duly authorized, as of the day and year first above written.

SHAWMUT BANK CONNECTICUT,
NATIONAL ASSOCIATION,

by [Signature]
Title: Assistant Vice President

Executed this 15th day of September, 1995

in Hartford, Connecticut

STATE OF Connecticut)
) SS:

COUNTY OF Hartford)

On this 15th day of September, 1995, before me personally appeared Kathy A. Larimore, to me personally known, who being duly sworn, says that (s)he is Assistant Vice President of SHAWMUT BANK CONNECTICUT, National Association, that said instrument was signed and sealed on behalf of said corporation by authority of its By-laws, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

[Signature: Susan P. McNally]

SUSAN P. McNALLY
NOTARY PUBLIC
MY COMM. EXPIRES MARCH 31, 2000

GENERAL ELECTRIC CAPITAL
CORPORATION,

by *John A. Hubbard*
Title: *Manager Infrastructure Finance*

Executed this 15 day of Sept., 1995

in Connecticut

STATE OF Connecticut
COUNTY OF Fairfield SS:

On this 15th day of September 1995, before me personally appeared *John A. Hubbard* to me personally known, who being by me duly sworn, says that (s)he is *Manager Infrastructure* of GENERAL ELECTRIC CAPITAL CORPORATION, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

H. Denise Lennon Smith

H. DENISE LENNON-SMITH
Notary Public of Connecticut
My Commission Expires Nov. 30, 1999

